

AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (LAND TRUST)

200642975-56

THIS AGREEMENT, made this 4th day of May, 1993, by Bank of Chicago f/k/a Bank of Chicago / Garfield Ridge, not personally but as Trustee under Trust Agreement dated August 29, 1991 and known as Trust No. 91-8-14 (collectively hereinafter referred to as "Mortgagor"), and BANK OF CHICAGO f/k/a BANK OF CHICAGO / LITTLE VILLAGE hereinafter referred to as "Mortgagee").

WHEREAS, the Mortgagee is the holder and owner of a certain Mortgage, Assignment of Rents and Security Agreement (hereinafter referred to as the "Mortgage") securing a Secured Business Note (hereinafter referred to as the "Note") in the original principal sum of Two Hundred Forty Five Thousand and No/100 Dollars (\$245,000.00), from the Mortgagor dated February 3, 1992 payable to the order of the Mortgagee; and

WHEREAS, the Mortgage, Assignment of Rents and Security Agreement was recorded March 13, 1992 with the Recorder of Deeds of Cook County, Illinois as Document No. 92165224, and was re-recorded September 17, 1992 with the Recorder of Deeds of Cook County, Illinois as Document No. 92692464 and conveyed the real estate described on Exhibit A attached hereto; and

WHEREAS, said Mortgage was due and payable as of February 3, 1993 and had an outstanding principal balance of \$218,286.03;

WHEREAS, the Mortgagor and Mortgagee agreed to extend the maturity date to May 4, 1993, pursuant to the terms and conditions of that certain Note Modification Agreement dated as of February 3, 1993, by and between the Mortgagor and the Mortgagee; and

WHEREAS, the Amendment To Mortgage and Assignment of Rents was recorded April 27, 1993 with the Recorder of Deeds of Cook County, Illinois as Document No. 93310538 and conveyed the real estate described on Exhibit A attached hereto; and

WHEREAS, said Mortgage is due and payable as of May 4, 1993 and has a present outstanding principal balance of \$213,500.91;

WHEREAS, the Mortgagor has requested that the Mortgagee further extend the Maturity Date to May 30, 1994; and

WHEREAS, the Mortgagor and Mortgagee have agreed to extend the maturity date of the Mortgage to May 30, 1994.

WHEREAS, the Mortgagor and Mortgagee desire to amend the Mortgage, Assignment of Rents and Security Agreement to reflect the change of the maturity date of the Note.

NOW THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, Mortgagor and Mortgagee agree as follows:

1. The Maturity Date of the Mortgage is, as of the date hereof, changed to May 30, 1994 at which time all principal and interest and any other charges due under the Note or the Mortgage, Assignment of Rents and Security Agreement securing same, not previously paid, shall be due and payable.
2. All other terms, provisions and conditions of Mortgage, Assignment of Rents and Security Agreement as modified hereby are hereby confirmed.
3. This Amendment shall be attached to and made a part of the original Mortgage, Assignments of Rents and Security Agreement.
4. Mortgagor warrants that the Mortgage, Assignment of Rents and Security Agreement, as modified hereby, is valid, binding and enforceable according to its terms.

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

Bank of Chicago f/k/a Bank of Chicago / Garfield Ridge, not personally but as Trustee under Trust Agreement dated August 29, 1991 and Numbered 91-8-14

By: Gregory C. Corvino
Land Trust Officer

Attest: [Signature]
Executive Vice President

* EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE BANK OF CHICAGO IS ATTACHED AS EXHIBIT "A" AND IS HEREBY EXPRESSLY MADE A PART HEREOF.

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COOK COUNTY RECORDER OF DEEDS

REC'D - AMENDING

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AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (CONTINUED) (LAND TRUST)

ACCEPTED
BANK OF CHICAGO f/k/a
BANK OF CHICAGO / LITTLE VILLAGE

BY: Donald A. Stanczyk
Donald A. Stanczyk
Senior Vice President

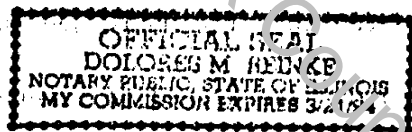
ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Georgianne Comiso, Land Trust Officer of Bank of Chicago f/k/a Bank of Chicago / Garfield Ridge, and Charles B. Hall, II, Executive Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Vice President then and there acknowledged that as custodian of the corporate seal of said Bank she affixed the seal as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth. *Executive

Given under my hand and notarial seal this 4th day of May, 1993.

My Commission Expires:



Dolores M. Reince
Notary Public

March 21, 1994

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EXHIBIT A

(Insert Legal Description Here)

Lots 9 and 10 in Block 2 in Clear Park a Subdivision of the North West Quarter (1/4) of the North East Quarter (1/4) of Section 20, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 5923 West 63rd St., Chicago, IL 60638
P.I.N. 19-20-200-016 (Lot 9) 19-20-200-016 (Lot 10)

Lots 4, and 5 in Block 1 in Bloom's Subdivision of the North 1/2 (Except the South 16 1/2 Feet thereof) in Block 22 in the Canal Trustees Subdivision of the East 1/2 of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 1711 West 35th St., Chicago, IL 60609
P.I.N. 17-31-405-004 (Lot 5) 17-31-405-005 (Lot 4)

MAIL TO:
Bank of Chicago
6353 W. 55th St.
Chicago, IL 60638
Attn: Commercial Loan Dept.

Q 2 333

UNOFFICIAL COPY

EXHIBIT "A"

THIS RIDER IS ATTACHED TO AND MADE PART OF BANK OF CHICAGO F/K/A BANK OF CHICAGO/LITTLE VILLAGE AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED MAY 4, 1993.

This Document is signed by BANK OF CHICAGO, not individually but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon BANK OF CHICAGO personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of BANK OF CHICAGO is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only, and shall not in any way be considered the responsibility and liability of BANK OF CHICAGO. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by BANK OF CHICAGO as Trustee.

COOK County Clerk's Office

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